

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES *
2. AMENDMENT/MODIFICATION NO. <b>PR-R5-98-10038/0001</b>		3. EFFECTIVE DATE <b>04/02/99</b>	4. REQUISITION/PURCHASE REQ. NO. <b>PR-R5-98-10038</b>	5. PROJECT NO. (If applicable)
6. ISSUED BY <b>U.S. EPA Region V Contracts Section, 10th Floor 77 West Jackson Blvd Chicago, IL 60604</b>		7. ADMINISTERED BY (If other than item 6) <b>Not Applicable.</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  <b>To All Offerors/Bidders.</b>			(✓)	9A. AMENDMENT OF SOLICITATION NO. <b>PR-R5-98-10038</b>
				9B. DATED (SEE ITEM 11)
			✓	10A. MODIFICATION OF CONTRACT/ORDER NO.
				10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)****13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

**All changes to the solicitation are in bold and italic type.**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>WILLIAM A. MASSIE</b>	
15B. CONTRACTOR/OFFEROR   (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA   (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)  
Prescribed by GSA  
FAR (48 CFR) 52.243

**AMENDMENTS TO THE SOLICITATION**

1. Section B clause B.1, FIXED RATES FOR SERVICES--TIME AND MATERIALS OR LABOR HOUR CONTRACT (EP 52.216-130) (APR 1984), is hereby modified. The text is as follows:

The following fixed rates shall apply for payment purposes for the duration of the contract.

(a) Fixed labor rates apply to all individuals employed under this contract. Fixed equipment rates apply to all equipment items listed in the Schedule. Fixed rates for labor and equipment items apply whether supplied by the prime contractor, team subcontractors, third-party subcontractors, or short-term lease/rental agreement.

(b)(1) If the Government requires and the Contractor provides an equipment item for which a fixed rate has not been established, a fixed rate shall be negotiated on a site-by-site basis, retroactive to the date the equipment category was first utilized on site.

(2) If the Government requires and the Contractor provides labor categories for which a fixed rate has not been established, a fixed rate shall be negotiated on a site-by-site basis, retroactive to the date the labor category was first utilized on site.

(c)(1) The rate or rates set forth above cover all expenses, including reports preparation, clerical support, salaries, all indirect costs such as overhead, general and administrative expenses and profit. The labor rates shall include any premiums, if applicable, for all levels of personal protection and/or hazardous duty pay, and non-consumable personal protective equipment (reference Section C, Clause C-4, PERSONAL PROTECTIVE EQUIPMENT) valued at \$1,000.00 or less.

(2) The Contractor shall only invoice for the time of personnel whose services are applied directly to the work called for in the individual Task Order and accepted by the Federal On-Scene Coordinator (FOSC).

(d) Establishment of Fixed Rates for **Thirty-Six (36) Month Period**

(1) Personnel

<u>CLIN</u>	<u>RCMS Number</u>	<u>Description</u>	<u>Estimated Direct Labor Hours</u>	<u>Fixed Hourly Rate</u>	<u>Total</u>
0001	1-05-01	Junior Response Manager			
0001AA		Straight Time	3,000	_____	_____
0001AB		Overtime	505	_____	_____
0002	1-05-02	Senior Response Manager			
0002AA		Straight Time	3,000	_____	_____
0002AB		Overtime	505	_____	_____

0003	1-10-01	Foreman			
0003AA		Straight Time	2,750	_____	_____
0003AB		Overtime	475	_____	_____
0004	2-03-01	Clean-Up Technician			
0004AA		Straight Time	7,380	_____	_____
0004AB		Overtime	1,845	_____	_____
0005	2-05-01	Equipment Operator			
0005AA		Straight Time	4,025	_____	_____
0005AB		Overtime	710	_____	_____
0006	2-13-01	Field Cost Administrator			
0006AA		Straight Time	4,025	_____	_____
0006AB		Overtime	685	_____	_____
0007	2-20-01	Truck Driver			
0007AA		Straight Time	375	_____	_____
0007AB		Overtime	65	_____	_____
0008	2-30-01	Laborer/Non 40 Hr			
0008AA		Straight Time	325	_____	_____
0008AB		Overtime	65	_____	_____
0009	3-08-01	Construction Inspector			
0009AA		Straight Time	125	_____	_____
0010	3-10-01	Electrician			
0010AA		Straight Time	65	_____	_____
0010AB		Overtime	25	_____	_____
0011	4-01-01	Chemist, Organic			
0011AA		Straight Time	610	_____	_____
0011AB		Overtime	100	_____	_____
0012	4-08-01	Computer Operator			
0012AA		Straight Time	35	_____	_____
0012AB		Overtime	15	_____	_____
0013	4-25-01	Hydrogeologist			
0013AA		Straight Time	80	_____	_____
0013AB		Overtime	25	_____	_____
0014	4-30-01	Ind Hygienist/Site Safety Inspector			
0014AA		Straight Time	135	_____	_____
0014AB		Overtime	15	_____	_____
0015	4-45-01	Radiation Specialist			
0015AA		Straight Time	75	_____	_____
0015AB		Overtime	25	_____	_____
0016	4-50-01	Site Safety			
0016AA		Straight Time	225	_____	_____
0016AB		Overtime	50	_____	_____

0017	4-55-01	Diver Supervisor			
0017AA		Straight Time	65	_____	_____
0017AB		Overtime	45	_____	_____
0018	4-56-01	Diver Tender			
0018AA		Straight Time	65	_____	_____
0018AB		Overtime	45	_____	_____
0019	4-57-01	Diver			
		Sub CLINS are Straight Time per State in Region 5			
0019AA		Straight Time/MN	20.83	_____	_____
0019AB		Straight Time/IN	20.83	_____	_____
0019AC		Straight Time/OH	20.83	_____	_____
0019AD		Straight Time/IL	20.83	_____	_____
0019AE		Straight Time/MI	20.83	_____	_____
0019AF		Straight Time/WI	20.83	_____	_____
0020		Diver Overtime			
		Sub CLINS are Overtime per State in Region 5			
0020AA		Overtime/MN	12.50	_____	_____
0020AB		Overtime/IN	12.50	_____	_____
0020AC		Overtime/OH	12.50	_____	_____
0020AD		Overtime/IL	12.50	_____	_____
0020AE		Overtime/MI	12.50	_____	_____
0020AF		Overtime/WI	12.50	_____	_____
0021	5-20-01	T&D Coordinator			
0021AA		Straight Time	750	_____	_____

**Labor Subtotal (Total of CLINS 0001 through 0021AA)**

**Total**

(2) Equipment

<u>CLIN</u>	<u>RCMS Number</u>	<u>Description</u>	<u>Days</u>	<u>Fixed Daily Rate</u>	<u>Total</u>
0022	1-01-10	Truck-Boom-2 Ton	36	_____	_____
0023	1-03-10	Truck-Box-1 ton	18	_____	_____
0024	1-03-20	Truck-Box-2 ton	18	_____	_____
0025	1-09-10	Truck-Car-Passenger	90	_____	_____
0026	1-15-10	Truck-Dump Articulated, CAT D30D	45	_____	_____
0027	1-15-42	Truck-Dump Fixed box 10/20 yds	15	_____	_____
0028	1-36-10	Truck-Pickup 2 wheel drive	300	_____	_____
0029	1-36-20	Truck-Pickup 4 wheel drive	180	_____	_____

0030	1-39-20	Truck, Emergency Resp	45	_____	_____
		(Small Box Truck equipped with personnel safety (Level B and C) and Communications equipment, air monitoring equipment, barrel cart, empty drums and overpacks, sorbants, pumps and hoses, and other Spill response equipment)			
0031	1-42-10	Truck Road Tractor	35	_____	_____
0032	1-45-10	Truck-Stake bed-1 ton	45	_____	_____
0033	1-45-20	Truck-Stake bed-2 ton	90	_____	_____
0034	1-51-38	Truck-Vacuum 3800 gallons/Dump	36	_____	_____
0035	1-54-30	Truck-Passenger Van	90	_____	_____
0036	2-20-20	Trailer-Decon 8x20	110	_____	_____
0037	2-20-40	Trailer-Decon With Showers 8x30	45	_____	_____
0038	2-20-41	Trailer-Decon Without Showers 8x30	135	_____	_____
0039	2-45-10	Trailer-Lowboy-9 ton	15	_____	_____
0040	2-45-20	Trailer-Lowboy-20 ton	25	_____	_____
0041	2-45-30	Trailer-Lowboy-30 ton	15	_____	_____
0042	2-45-50	Trailer-Lowboy-50 ton	25	_____	_____
0043	2-67-10	Trailer-Skid Unit Vacuum/1500 gal	25	_____	_____
0044	2-70-10	Trailer-Storage Approx. 20 ft.	35	_____	_____
0045	2-70-20	Trailer-Storage Approx. 40 ft.	70	_____	_____
0046	3-00-22	Heavy Equipment-Attachment Grappler Demolition, Hydraulic claw mounts on Excavator	18	_____	_____
0047	3-00-26	Heavy Equipment-Attachment Grappler Drum/Hydraulic	35	_____	_____
0048	3-00-35	Heavy Equipment-Attachment HoRam-Hydraulic	15	_____	_____

0049	3-01-10	Heavy Equipment Backhoe-CASE 580	100	_____	_____
0050	3-01-20	Heavy Equipment Backhoe-CAT 436/438/426	18	_____	_____
0051	3-01-30	Heavy Equipment Backhoe-Extendahoe	18	_____	_____
0052	3-10-10	Heavy Equipment Bulldozer-CAT D3C	35	_____	_____
0053	3-10-40	Heavy Equipment Bulldozer-CAT D6H	18	_____	_____
0054	3-10-60	Heavy Equipment Bulldozer-CAT D8	18	_____	_____
0055	3-15-10	Heavy Equipment-Compactor CAT 815 (Sheepsfoot)	15	_____	_____
0056	3-15-15	Heavy Equipment-Compactor CAT-CS 323C Roller (Vibratory)	15	_____	_____
0057	3-15-20	Heavy Equipment-Compactor CAT-CS 433C Roller (Vibratory)	15	_____	_____
0058	3-15-30	Heavy Equipment-Compactor Sheepsfoot Attachment, Dozer tag-along	15	_____	_____
0059	3-27-10	Heavy Equipment Drum-Crusher, Hydraulic Single drum capacity	15	_____	_____
0060	3-30-33	Heavy Equipment-Excavator Gradall/Wheeled, Mid-sized Wheeled excavators	10	_____	_____
0061	3-30-40	Heavy Equipment-Excavator CAT 205LC/312	45	_____	_____
0062	3-30-55	Heavy Equipment-Excavator CAT 215C/315	135	_____	_____
0063	3-30-56	Heavy Equipment-Excavator CAT EL180/320L/ Long Reach	90	_____	_____
0064	3-30-65	Heavy Equipment-Excavator CAT 225B LC/320	90	_____	_____

0065	3-35-14	Heavy Equipment Forklift-Telescopic Rough terrain, minimum Lifting capacity of 5,000 pounds	15	_____	_____
0066	3-55-30	Heavy Equipment-Loader Track-CAT 943/ 939-1.5 cyd	30	_____	_____
0067	3-55-40	Heavy Equipment-Loader Track-CAT 951/953/ 955-2cyd	135	_____	_____
0068	3-55-60	Heavy Equipment-Loader Track-CAT 973-3 cyd	45	_____	_____
0069	3-60-40	Heavy Equipment-Loader Wheel-CAT 936E/ 938-2.5 cyd	45	_____	_____
0070	3-60-50	Heavy Equipment-Loader Wheel-CAT 950E-3.5 cyd	65	_____	_____
0071	3-65-10	Heavy Equipment Scraper Self Loader, CAT 615 or equivalent	25	_____	_____
0072	3-65-20	Heavy Equipment-Scraper Non-self loading, requires Dozer assistance	35	_____	_____
0073	3-70-10	Heavy Equipment-Shears Boom attachment/small, LaBounty 110 or Equivalent	18	_____	_____
0074	3-70-12	Heavy Equipment-Shears Boom attachment/large, LaBounty 116 or Equivalent	18	_____	_____
0075	3-95-10	Heavy Equipment-Uni Loader with bucket, Bobcat 633 Or equivalent	45	_____	_____
0076	3-95-25	Heavy Equipment-Uni Loader Forks attachment	25	_____	_____
0077	3-95-35	Heavy Equipment-Uni Loader Barrel grapppler attachment	18	_____	_____
0078	4-06-35	Laboratory Analyzer Hazcat System w/o fume Hood	15	_____	_____

0079	4-49-20	Laboratory-Fume Hood-Vented	15	_____	_____
0080	5-01-12	Safety-Meter/Monitor Explosion/Oxygen (digital)	18	_____	_____
0081	5-01-20	Safety-Meter/Monitor Hnu (PID) (digital)	18	_____	_____
0082	5-01-25	Safety-Meter/Monitor OVA (FID) (digital)	18	_____	_____
0083	5-01-32	Safety-Meter/Monitor Alpha Meter, Ludlum	15	_____	_____
0084	5-01-33	Safety-Meter/Monitor Beta Gamma Meter, Ludlum	15	_____	_____
0085	5-01-40	Safety-Meter/Monitor Aerosol/Miniram	15	_____	_____
0086	5-01-41	Safety-Meter/Monitor Aerosol/Ram	15	_____	_____
0087	5-05-40	Safety-PPE-Level A/Suit	24	_____	_____
0088	5-05-51	Safety-PPE-Level B SCBA/Low Pres	135	_____	_____
0089	5-15-10	Safety-Radio-Handheld	135	_____	_____
0090	5-15-20	Safety-Radio-Portable Base	18	_____	_____
0091	6-39-30	Treatment Pool 10,000 gallons	30	_____	_____
0092	6-39-45	Treatment Pool 20,000 gallons	30	_____	_____
0093	6-39-50	Treatment Pool 50,000 gallons	18	_____	_____
0094	7-01-10	Field Equipment-Air Blower Portable/300 CFM	15	_____	_____
0095	7-01-12	Field Equipment-Air Blower Portable/3000 CFM	15	_____	_____
0096	7-15-20	Field Equipment Boat-14/16 ft	25	_____	_____



0097	7-15-30	Field Equipment Boat-21 ft	35	_____	_____
0098	7-15-35	Field Equipment Boat-26-30 ft	25	_____	_____
0099	7-15-42	Field Equipment Boat Motor 10 to 50 HP	25	_____	_____
0100	7-15-43	Field Equipment Boat Motor > 50 HP	35	_____	_____
0101	7-15-45	Field Equipment Boat Motor > 100 HP	25	_____	_____
0102	7-21-10	Field Equipment Compressor/Air-185 CFM	18	_____	_____
0103	7-21-20	Field Equipment Compressor/Air>200 CFM	10	_____	_____
0104	7-23-20	Field Equipment Computer-Portable PC	450	_____	_____
0105	7-23-25	Field Equipment Computer CAD	18	_____	_____
0106	7-33-10	Field Equipment Cutting Torch	15	_____	_____
0107	7-36-05	Field Equipment Diving Scuba	30	_____	_____
0108	7-36-10	Field Equipment Diving Hard Hat Shallow	30	_____	_____
0109	7-51-05	Field Equipment Generator-5 KW	65	_____	_____
0110	7-51-40	Field Equipment Generator-50 KW	65	_____	_____
0111	7-51-55	Field Equipment Generator-150 KW	15	_____	_____
0112	7-51-60	Field Equipment Generator-350 KW	10	_____	_____
0113	7-55-11	Field Equipment Hose-Discharge/2" 50' Section	18	_____	_____
0114	7-55-12	Field Equipment Hose-Discharge/3" 50' Section	18	_____	_____

0115	7-55-13	Field Equipment Hose-Discharge/4" 50' Section	18	_____	_____
0116	7-55-21	Field Equipment Hose-Fire-2" 100 ft Section	18	_____	_____
0117	7-55-31	Field Equipment Hose-Suction 2" 20' Section	18	_____	_____
0118	7-55-32	Field Equipment Hose-Suction 3" 20' Section	18	_____	_____
0119	7-55-33	Field Equipment Hose-Suction 4" 20' Section	18	_____	_____
0120	7-67-10	Field Equipment Lighting Conventional Portable Light Stand Requiring a separate Electrical power Source	90	_____	_____
0121	7-67-20	Field Equipment Lighting-Explosion Proof, Portable Light Stand requiring A separate electrical Power source w/intrinsically Safe lighting for use in A potentially Combustible atmosphere	15	_____	_____
0122	7-67-30	Field Equipment Lighting-Light Plant Four (4) lights w/a Diesel generator	15	_____	_____
0123	7-73-32	Field Equipment Oil Skimmer w/o Power	15	_____	_____
0124	7-73-40	Field Equipment Oil Skimmer Heads	15	_____	_____
0125	7-85-10	Field Equipment Scales-Portable	15	_____	_____
0126	7-90-20	Field Equipment Steam Jenny, 3,000 psi	45	_____	_____

0127	7-96-04	Field Equipment-Water Laser LO-Pressure Single Wand, 2,500 psi	30	_____	_____
0128	7-96-08	Field Equipment-Water Laser MED-Pressure Single Wand 6,000 psi	15	_____	_____
0129	7-96-12	Field Equipment-Water Laser HI-Pressure Single Wand, 10,000 psi	15	_____	_____
0130	7-97-10	Field Equipment Welder-Unit	15	_____	_____
0131	8-01-20	Pump-Acid-2 inch	18	_____	_____
0132	8-12-20	Pump-Centrifugal-2 inch	45	_____	_____
0133	8-12-30	Pump-Centrifugal-3 inch	18	_____	_____
0134	8-12-40	Pump-Centrifugal-4 inch	18	_____	_____
0135	8-18-26	Pump-Double Diaphragm Teflon 2 inch	30	_____	_____
0136	8-18-36	Pump-Double Diaphragm Teflon 3 inch	15	_____	_____
0137	8-18-46	Pump-Double Diaphragm Teflon 4 inch	15	_____	_____
0138	8-54-10	Pump-Trash-2 inch	15	_____	_____
0139	8-54-15	Pump-Trash-3 inch	15	_____	_____
0140	8-54-20	Pump-Trash-4 inch	15	_____	_____
0141	9-05-05	Oil Boom-Harbor Overall height of 12" (Float and skirt) with a 6" Skirt (minimum)	250	_____	_____
0142	9-05-10	Oil Boom-Harbor Overall height of 24" (Float and skirt)with an 18" Skirt (minimum)	180	_____	_____
0143	9-15-05	Oil Skimmer-Drum	50	_____	_____
0144	9-15-10	Oil-Skimmer Rope	18	_____	_____
0145	9-15-20	Oil-Skimmer Oleophillic 20-30 gallons/minute	18	_____	_____
0146	9-15-35	Oil-Skimmer Weir/Suction 10-50 gallons/minute	18	_____	_____
0147	9-15-35	Oil-Skimmer Weir/Suction Skimpac 10-300 gallons/minute	18	_____	_____

Equipment Subtotal (Total of CLINs 0022 through 0147) \$\_\_\_\_\_

Labor and Equipment Subtotal.....\$\_\_\_\_\_

0148	0-00-01	Materials/Other Direct Costs/ Subcontracts	\$2,869,531
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0149	0-00-02	Ceiling Rate	_____ % _____
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Materials/ODCs/Subcontracts Subtotal (Total of CLINs 0148 and 0149) \$\_\_\_\_\_

**Total\***.....\$\_\_\_\_\_

(\*Labor Subtotal + Equipment Subtotal + Materials/ODCs/Subcontracts Subtotals)

See the Section L provision entitled INSTRUCTIONS FOR THE PREPARATION OF BUSINESS AND COST OR PRICING PROPOSALS, OTHER WRITTEN INFORMATION, AND ORAL PRESENTATIONS for instructions.

2. Section C clause C.2, STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984) is hereby modified. The text is as follows:

(A) **PURPOSE.** Under this Statement of Work (SOW), the Superfund Emergency and Rapid Response Services (ERRS) contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified) to respond to Time-Critical (primarily) and Non-Time-Critical (secondarily) Removal Actions for U.S. EPA Region V. The U.S. EPA Region V includes the States of Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin. Region V's main office is in Chicago, Illinois, with satellite offices in Grosse Ile (Detroit), Michigan; Cartersville, IL; Cincinnati, Ohio; and Westlake (Cleveland), Ohio. The required response time for this SOW ranges from three (3) to twelve (12) hours of receipt of a written or verbal task order.

(B) **BACKGROUND.** The United States Environmental Protection Agency (EPA) has been delegated the responsibility to undertake response actions with respect to the release or threat of release of oil, petroleum products, hazardous substances, or pollutants and contaminants, that pose an actual or potential threat to human health, welfare, or the environment. The EPA is responsible for evaluating uncontrolled hazardous substance disposal sites and placing those that are considered to pose a significant threat to the public health on the National Priorities List (NPL).

(C) **GENERAL CONTRACT REQUIREMENTS.**

(1) All emergency rapid response and cleanup activities shall be conducted in accordance with the National Contingency Plan (NCP), 40 CFR Part 300, and Section 311 of the Clean Water Act as amended by the Oil Pollution Act (OPA) of 1990, Section 104 of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended by the Superfund Amendments and Reauthorization Act (SARA) of 1986, other Applicable Relevant and Appropriate Requirements (ARARs), Federal, State, and local regulations and statutes, and in accordance with any reauthorizations or amendments to any

of the above-named statutes and new response legislation.

(2) The Contractor shall ensure that personnel are available and the Government can communicate with personnel on a twenty-four (24) hour a day basis and responses are conducted in accordance with the technical direction outlined in task orders or as provided by Federal On-Scene Coordinators (FOSCs). The Contractor shall retain and manage the distribution of cleanup personnel, equipment, and materials so that all items are available at any Region 5 location within three to twelve (3-12) hour response time. The Contractor shall ensure that any and all services or products delivered and provided under this contract shall be in compliance with all Federal, State, and local laws, regulations, guidance and policies, and any changes to those laws which become effective after the effective date of this contract.

(3) When tasked, the Contractor shall repatriate hazardous wastes in Canada that originated in the United States. This shall only involve transportation and disposal (T&D) related activities. There shall be no other cleanup activities in Canada and the Contractor shall not include this country in its response network.

(4) When so ordered the contractor shall provide services outside of Region 5. The Government may order the contractor to provide services outside Region V to resolve: (a) a conflict-of-interest that a response contractor may have with a site in their geographical area of coverage, (b) in response to flooding, hurricanes, earthquakes, or other natural disasters where contractor services are required by another region, or (c) any other situation where it is determined to be in the best interest of the government. Response times for these responses will be negotiated on a site by site basis.

(5) NON-TIME-CRITICAL. Non-time-critical removal actions are based on a site evaluation. After this EPA evaluation, the Agency may determine that a removal action is necessary. Depending upon the urgency of the situation, different types of removal actions shall be conducted. A non-time-critical removal action is defined as having a planning period of at least six (6) months before on-site removal activities must be initiated. The response time for non-time-critical removal actions will be specified by the OSC and can range from within three (3) to twelve (12) hours from issuance of a task order unless a longer response time is authorized by the Ordering Officer.

(6) TIME-CRITICAL. A time-critical situation is defined as having less than six (6) months available before on-site activities must be initiated. The response time for time-critical removal actions will be specified by the OSC and can range from three (3) to twelve (12) hours. In a time-critical situation, the EPA Ordering Officer may verbally initiate contractor services. In these instances, the EPA will issue a written task order within five (5) working days.

(7) REQUIRED RESPONSE TIME LIMITS (RAPID)

(a) The Contractor shall provide requested emergency response cleanup services within three (3) hours of the receipt of a written or verbal task order for the following ERRS Region V areas:

St. Louis County, Minnesota, South of Latitude 47  
Carlton County, Minnesota  
Douglas County, Wisconsin

Anoka County, Minnesota  
Hennepin County, Minnesota  
Ramsey County, Minnesota

Milwaukee County, Wisconsin  
Waukesha County, Wisconsin

Lake County, Illinois  
Cook County, Illinois  
Dupage County, Illinois  
Madison County, Illinois  
St. Clair County, Illinois

Lake County, Indiana  
Marion County, Indiana

Saginaw County, Michigan  
Bay County, Michigan  
Midland County, Michigan

Oakland County, Michigan  
Macomb County, Michigan  
Wayne County, Michigan  
Monroe County, Michigan

Lucas County, Ohio  
Cuyahoga County, Ohio  
Franklin County, Ohio  
Hamilton County, Ohio

(b) The Contractor shall provide requested emergency response cleanup services within twelve (12) hours of the receipt of a written or verbal task order for the following ERRS Region V areas:

Upper Peninsula of Michigan  
Northwest Minnesota North of Latitude 47

(c) The Contractor shall provide requested emergency response cleanup services within six (6) hours of the receipt of a written or oral task order for all other areas of ERRS Region V not specified above.

(8) CONTRACT COORDINATION

(a) The Contractor shall provide a point of contact for coordination with the Contracting Officer (CO), Contract Specialist (CS), Project Officer (PO), or Alternate Project Officer (APO). This designee shall be responsible for receiving and managing the implementation of all task orders issued under this contract. The Contractor shall empower the designee to officially commit and obligate the Contractor in matters relating to this contract, and act as an informational relay.

(b) As a minimum, the Contractor shall provide the following

## specific contract coordination responsibilities:

- (1) Maintain close communication and coordination with the PO/CO, including reporting any and all problems encountered in performing task orders to the PO/CO. Bimonthly meetings (**every two months**) shall be held between EPA officials and the Contractor either telephonically (**if the government deems appropriate**) or at the EPA regional office located at 77 W. Jackson Blvd, in Chicago, Illinois, unless otherwise specified, to ensure that close communication and coordination with the PO/CO occurs.
- (2) After site mobilization, provide personnel, equipment, and materials on a twenty-four (24) hour basis or as determined by the FOSC until the site work is complete.
- (3) Receive, acknowledge, and implement task orders issued by the Ordering Officer(s).
- (4) Ensure that the EPA Form 1900-55, Contractor Daily Cost Reports (Attachment 9) are timely, accurate, and complete. The Contractor shall identify, review, and reconcile all cost variances between the contractor's invoices and the Contractor Daily Cost Reports. The Contractor shall supply RCMS archive disks to the FOSC on request. In addition, the Contractor shall maintain an automated cost tracking system in accordance with generally accepted accounting practices, capable of delineating costs per task order and contract specific reporting requirements, in accordance with the Section F Clause F.2, REPORTS OF WORK ALTERNATE I (APR 1984) DEVIATION.
- (5) Provide Field Cost Accountants and Response Managers who are fully trained in the use of the RCMS and capable of producing an accurate daily 1900-55 from the RCMS.
- (6) Designate a Response Manager for each separate cleanup/removal action unless otherwise specified by the EPA in the task order, to work directly with the FOSC.
- (7) Maintain a site specific accounting of all costs incurred in accordance with the RCMS and other reporting requirements. Provide adequate quality control between the RCMS and the corporate accounting system.
- (8) Develop procedures and forms as necessary to

ensure uniform record keeping and program management documentation. Implement contract document control and chain of custody procedures.

- (9) Develop, implement, and manage a quality assurance program to ensure that all environmental measurements obtained are of known quality. Ensure that the performance of assigned tasks adheres to all quality assurance program and project plan requirements, as well as the EPA region-specific quality assurance requirements. The major emphasis of the measurements required under this contract will be for treatment and disposal analysis of oil and hazardous substances.
- (10) Obtain special services in a timely and cost efficient manner, such as specialized cleanup equipment or personnel, etc., in accordance with the instructions in individual task orders or upon receipt of technical direction from the FOSC. Notify the PO/CO when the FOSC orders equipment or personnel that are listed in the Schedule but are not included in the task order.
- (11) Mobilize response personnel, equipment, and materials from the nearest appropriate contractor office/location to avoid excessive mobilization and travel costs.
- (12) Implement a comprehensive program safety plan to protect all on-site personnel, including both prime and subcontractor employees, in contaminated and uncontaminated areas. Ensure that OSHA Hazardous Substance Response regulations (29 CFR Part 1910) for site safety training and health monitoring are met by the prime and subcontractor employees who work in contaminated areas. Levels of Personal Protective Equipment are described in Clause C.4, PERSONAL PROTECTIVE EQUIPMENT.

(c) TRANSPORTATION AND DISPOSAL COORDINATOR RESPONSIBILITIES

(1) The Contractor shall designate a Transportation and Disposal (T&D) Coordinator. The T&D Coordinator shall ensure that Contractor activities associated with the transportation and disposal of oil and hazardous wastes as described in the SOW paragraph entitled "CLEANUP, MITIGATION, TREATMENT, AND DISPOSAL" and Section H Clause H.25, REQUIRED SUBCONTRACTING OF TRANSPORTATION AND DISPOSAL OF OIL AND HAZARDOUS SUBSTANCES,



are carried out in a timely and cost-effective manner in accordance with the requirements of all applicable Federal, State, and local regulations and guidance. Travel to specific sites may be required when requested by the FOSC for meetings regarding T&D.

(2) Quality Management Plan. The Contractor shall provide a Quality Management Plan for submission with its proposal. The Contractor's Quality Management Plan shall conform to the requirements of the draft "EPA Requirements for Quality Management Plans (EPA QA/R-2), dated October 1998" (Attachment 3). The Contractor shall be required to update its EPA-approved Quality Management Plan as required. This plan will provide both an auditing and corrective action function. The EPA will periodically perform quality assurance (QA) program system audits during the life of this contract. The Contractor shall resolve any deficiencies which are identified by EPA through the implementation of a written corrective action plan within thirty (30) calendar days after the EPA approves the corrective action plan.

(3) Contract-Wide Quality Assurance Project Plan.

(A) The Contractor shall implement its environmental measurements quality assurance and quality control program based on its EPA-approved generic Quality Assurance Project Plan (QAPP), to ensure that all environmental monitoring data meet applicable data quality objectives. Any updates to the plan will require prior approval by EPA. The Contractor shall develop a QAPP for analytical services and sampling or data collection activity under the SOW to ensure that the most recent QA and QC requirements are met for the data which is to be collected. The EPA reserves the right to approve site specific Quality Assurance Project Plans (QAPPs) as deemed necessary by the Agency. Further guidance can be found in the following documents: "EPA Requirements For Quality Assurance Project Plans For Environmental Data Operations (EPA QA/R-5), October 1998" (Attachment 4), "Region 5 Superfund Model Quality Assurance Project Plan" (Attachment 5), and "EPA Guidance on Quality Assurance Project Plan (QA/G-5), February 1998" (Attachment 6).

(B) Quality Assurance/Quality Control (QA/QC) guidance for removal activities shall conform to OSWER Directive 9360.4-01, entitled "Quality Assurance/Quality Control Guidance for Removal Activities: Sampling QA/QC Plan and Data Validation Procedures, Interim Final Guidance, dated April 1990" (Attachment 7), and OSWER Directive 9285.7-14FS entitled "Using Qualified Data to Document an Observed Release and Observed Contamination, dated November 1996" (Attachment 8).

(C) The Contractor shall be required to revise its QAPP in accordance with any additional guidance provided by the EPA.

(D) The Contractor shall follow chain-of-custody procedures as outlined in National guidance and further defined in Regional guidance. This may include the completion of a Regional QA Office Sample Shipment/Tracking Record Form for all sample analysis performed by fixed laboratories. All sample analysis done by fixed laboratories must be consistent with EPA methods and analytical protocols, where applicable, and with the procedures outlined in the EPA approved QAPP.

(E) A Field Sampling Plan (FSP), as requested

by the FOSC, for emergency response and removal activities, shall be written in accordance with guidance provided by the Agency. Plans will be reviewed and approved by the EPA in advance of activities, except as specified by Regional emergency response/time-critical removal policies.

(4) Health and Safety Program Plan. The Contractor shall implement and manage a Health and Safety Program Plan in compliance with all requirements of the EPA and Occupational Safety and Health Administration (OSHA) (29 CFR 1910.120/121) for activities at hazardous waste sites and other health and safety requirements, as appropriate, in accordance with Section H Clause H.21, HEALTH AND SAFETY.

(D) PROGRAM CLEANUP OPERATIONS

(1) RESPONSE MANAGER/SENIOR/JUNIOR/SPECIALIZED MANAGER RESPONSIBILITIES

(a) For each cleanup/removal action task order issued, the Contractor shall designate a Response Manager (RM) unless otherwise specified by the EPA in the task order. Whenever possible, the designated RM shall be fully dedicated to the specific cleanup action for the duration of the response, unless substitutions are approved by the FOSC.

(b) The RM shall be the single point of contact for on-scene coordination and shall be responsible for the management and execution of all cleanup activities in exact accordance with the technical direction provided by the task order SOW and/or the FOSC. The RM must be at the scene of a response within three (3) to twelve (12) hours, or as specified in the task order. The RM shall not be precluded from responding in less than the response time limits, as stated in the task order. The RM shall be on scene on a daily basis, unless otherwise instructed by the FOSC.

(c) As a minimum, the RM shall provide the following specific on-scene responsibilities:

- (1) Maintain communication and coordination with the FOSC for the duration of a specific response, including reporting any and all problems encountered in executing cleanup activities.
- (2) Conduct on-scene surveys, when appropriate, to develop detailed project work plans in coordination with the FOSC.
- (3) Ensure that contractor cleanup personnel can properly operate the equipment. Ensure that the materials requested by the FOSC are provided within the response time required.
- (4) Provide immediate on-scene access to all contractor cleanup personnel, equipment, and materials at all times in order to allow the FOSC to direct the Federal response.
- (5) Provide administrative support, supervision, and

management of cleanup personnel, equipment, and materials provided on-scene, to ensure that all technical directions issued by the FOSC are immediately executed in an acceptable manner.

- (6) Take immediate corrective action when performance is not acceptable.
- (7) Implement and manage the Quality Management Plan for the contract. Ensure that the performance of assigned tasks adheres to all quality assurance, quality control, and chain-of-custody procedures specified in the QA program and project plans, in accordance with Agency and Region 5-specific QA requirements.
- (8) Provide the FOSC with a detailed reporting of all costs incurred at a specific site under the task order. The required form is the EPA Form 1900-55, Contractor Daily Cost Report, which is generated by the RCMS computer software program (IBM compatible)(Attachment 9).
- (9) Ensure adequate quality control between the RCMS and the corporate accounting system.
- (10) Implement a comprehensive response action safety plan to protect all contractor cleanup personnel, including both the prime and subcontractors, in both contaminated and uncontaminated areas. Assume responsibility for ensuring that OSHA Hazardous Substance Response regulations (29 CFR Part 1910) for site safety, training, and health monitoring are met by all prime and subcontractor personnel who work on site under the task order.
- (11) Coordinate transportation and disposal of oil and hazardous wastes with the T&D coordinator.

(2) FIELD PERSONNEL. The contractor shall ensure that all field personnel on site shall have experience in performing assignments dealing with hazardous materials and routine manual labor in accordance with the requirements of Clause C.3, PERSONNEL QUALIFICATIONS. Personnel shall be qualified in the operation of cleanup equipment and have a working knowledge of standard material safety procedures.

(3) OIL AND HAZARDOUS MATERIALS CLEANUP OPERATIONS

(a) The Contractor shall provide cleanup services for responses to releases of oil, petroleum, and hazardous substances, as specified in task orders issued by the EPA Ordering Officer. If specified in the task order, the Contractor shall conduct an initial on-scene survey. The purpose of the survey shall be to gain sufficient on-scene familiarity with the task order SOW to enable the Contractor to prepare a detailed work plan to accomplish the project in the most effective, economically sound, efficient,

and safe manner.

(b) The work plan shall define the types and quantities of cleanup personnel, equipment, and materials that shall be required; the proposed project schedule by subtask; and the estimated cost. The contractor shall develop a work plan within ten (10) calendar days after mobilization for approval by the FOSC, if required by the task order. Additional information about work plans is contained in Clause F.2, REPORTS OF WORK (EPAAR 1552.210-70)(APR 1984) ALTERNATE I (APR 1984) DEVIATION.

(c) The Contractor shall provide all personnel, material, and equipment types and quantities within the timeframes as specified in the task order. The Contractor shall take all necessary actions to mitigate or eliminate any hazard or damage to the environment resulting from a release or threat of release of oil, petroleum, or hazardous substances into the environment. As a minimum, the Contractor shall provide the following cleanup/removal actions:

(1) Containment and Countermeasures. The Contractor shall assist the FOSC in protecting the public health and welfare; sampling and analysis to determine the source, extent, and disposal options of a release; containing the release at its source and preventing the further migration of the pollutant; controlling the source of the discharge; using chemicals or other materials to restrain the spread of the pollutant; constructing slurry trenches; placing diversionary booms; moving earth; handling drums; containerizing pollutants; diverting streams; keeping waterfowl and other wildlife away from the polluted areas; controlling water discharges from upstream impoundments; providing alternative drinking water supplies on a temporary or permanent basis; traffic control; crowd control; navigation controls; security; executing damage control and/or salvage operations.

(2) Cleanup, Mitigation, Treatment, and Disposal

(A) Actions shall be taken to recover the pollutant from the affected media. As a minimum, the Contractor shall provide the following treatment actions: using chemicals for flocculation, coagulation, neutralization, and separation; using biological treatment agents; physical and chemical treatment of affected water and soil; using specialized equipment, i.e., chemical fixation stabilization, mobile carbon treatment system, etc.; aerating affected media to selectively release volatile components; fixing or treating the polluted media in place; salvaging or destroying vessels; destroying contaminated equipment and facilities; and detonation of shock sensitive/explosive materials.

(B) In lieu of or following any treatment action performed, physical collection of pollutants shall be accomplished followed by temporary storage prior to ultimate disposal. As a minimum, the Contractor shall conduct the following cleanup work: flushing contaminants from marsh areas followed by collection and holding; skimming materials from the surface of water; washing soils with subsequent collection and storage of recovered material; pumping contaminated groundwater with subsequent storage; and segregating waste chemicals according to compatibility at uncontrolled hazardous waste sites.

(C) Following removal and temporary storage,

any contaminated material shall be disposed of consistent with all appropriate Federal, state, and local regulations. The FOSC may request sampling and analysis for disposal purposes. The FOSC shall have the option of obtaining analysis, transportation, and disposal services through this contract or through other contractual mechanisms, at his discretion. Disposal shall be conducted on-site or off-site, as determined by the FOSC.

(D) All off-site treatment, storage, and disposal shall be subcontracted due to the potential for conflicts of interest. As a minimum, the Contractor shall employ the following disposal techniques: controlled or uncontrolled combustion, incineration, bioremediation, chemical treatment, land disposal, fixation/stabilization, injection, degradation, recycling, and other existing or innovative treatment and disposal technologies. The disposal operations shall include temporary storage and ultimate disposal. Depending on the extent of contamination, disposal operations may also include demolition.

(E) All storage, transportation, treatment, and disposal of pollutants shall be accomplished in accordance with all applicable and relevant safety and environmental laws and regulations at the Federal, State, and local level, unless waived by the FOSC under special circumstances.

(F) The contractor shall be responsible for all necessary transportation and off-site disposal permits. At the time of any off-site treatment, storage, or disposal, the Contractor shall be responsible for verifying that the facility selected to receive the waste meets the requirements of the EPA's off-site policy. This verification may be obtained from the FOSC or other designated Federal officials or individual State RCRA contacts. The Contractor shall not utilize any facility that has not been verified for any off-site treatment, storage, or disposal of CERCLA wastes, unless the FOSC has obtained an emergency waiver from the off-site policy.

(4) MARINE OPERATIONS

(a) Marine Operations shall include all aspects of the SOW, and any special requirements outlined in this section. During marine operations, the Contractor shall display signal lights and conduct its operations in accordance with the General Regulations of the Department of the Army, Coast Guard, and applicable Federal and State boating standards governing light and day signals to be displayed by vessels, other craft, or booms in the cleanup operations. (Reference 33 CFR, Parts 84-90 and 207.)

(b) If the Contractor, during the progress of work, loses, dumps, throws overboard, sinks, or misplaces any material, plant machinery, or appliance, which, in the opinion of the FOSC, may be dangerous to or obstruct navigation, the same contractor shall immediately recover and remove the same at no expense to the Government.

(1) The Contractor shall give immediate notice, with description and location, of such obstructions to the FOSC, and when directed by the FOSC, shall mark or buoy such obstructions until the same are removed.

(2) If the Contractor refuses, neglects, or otherwise fails to comply with the above requirements, such obstructions may be removed by the Government and the cost of such removal will be deducted from any monies due or that become due to the contractor.

(3) The liability of the contractor for the removal of a vessel wrecked or sunk without fault or negligence shall be limited to that provided in Sections 407, 415, and 419 of the Rivers and Harbors Act of March 3, 1899 (33 U.S.C.A. 401 et seq.).

(c) If the Contractor recovers any oil, the proceeds from the sale of such oil, oil-water mixture, or hazardous substances shall become the property of the Government as set forth: if the substance recovered from cleanup and containment operations is salvageable, the Government may elect to have the contractor transport such recovered substances to a Government-specified storage site or directly to a commercial salvage company. Salvageable products, and the proceeds derived from them, shall become the property of the Government. If the Government elects to deliver recovered substances to a commercial salvage company, the Contractor shall obtain receipts for payment and these payments shall be applied as a credit to the contract.

(d) If the balance of allowable contract costs is less than the credit for recovered substances, the Contractor shall reimburse the Government for the difference.

(5) RESTORATION. The Contractor shall use due care to prevent damage to property or materials of third parties. The Contractor shall repair or replace materials damaged by the cleanup operations and take actions to restore the damaged environment to a functional condition and, where necessary, to as near pre-response conditions as possible, as approved by the FOSC. As a minimum, restoration services shall include the removal of any equipment, materials, structures, and debris from the site. Restoration may include both personal and real property. As a minimum, restoration of personal property of third parties includes: repair/replacement of bedding, walls, porous furniture, drapes, floor coverings, restocking food stuffs, clothing, and removal of fugitive dust. As a minimum, the Contractor shall restore real property as follows: backfilling excavated areas, regrading, reseeding, planting, repaving roadways, replacing structures and utilities, fencing, replacing/repaving sidewalks, and removing dust, dirt, or debris, etc.

(6) ANALYTICAL. The Contractor may be required to provide on-site and off-site analytical activities as determined by the EPA. A rapid turnaround of twenty-four (24) hours or less may be required to provide chemical and physical analyses of potentially large quantities of samples. As a minimum, the Contractor shall provide the following analysis services: pH, flash point, oxidation reduction, organic vapor analysis, sulfides, phenols, and applicable disposal parameters. As determined by the EPA, the contractor shall also perform related activities which may include sample collection, storage, transportation, analysis, and disposal.

(7) TEMPORARY RELOCATION. The Contractor shall provide the required support necessary to implement Temporary Relocation Assistance under the authority of the applicable regulations. Examples of tasks that may be required are: provide assistance for temporary housing of residents, such as hotels, motels, apartments, kennels, and transportation services; site security, etc.

(8) EXPERT TESTIMONY.

(a) From time to time, the Government may require expert testimony during enforcement proceedings for a given site where the Contractor provided services. Such effort will be considered within the scope of this contract. The Contractor shall furnish the technical services, materials, and equipment required to support Government enforcement proceedings against owners or operators of uncontrolled hazardous substances disposal sites or against generators and transporters of hazardous substances.

(b) Such proceedings may be directed toward obtaining an injunction against continued use of the site, an order to undertake removal action, or recovery of costs incurred by the Government in undertaking such actions. Preparation of affidavits and depositions may be required. If this effort is required during contract performance, a negotiated supplemental agreement will be issued under this contract. In the event such services are required after performance of this contract, a separate negotiated procurement action may be initiated with the Contractor. The individual(s) selected to testify shall be fully knowledgeable of the details of the site under litigation, shall be credible, and be an expert in their field. The testimony shall normally relate to the actions taken by the Contractor at the site.

(c) The activities shall be closely coordinated through the PO with the Regional enforcement office to ensure that all necessary data are collected and that proper chain-of-custody procedures required to support court proceedings are observed. As a minimum, the following enforcement support efforts shall be provided: implementing contract document control and chain-of-custody procedures and providing testimony during enforcement proceedings for a given site for which the Contractor provided services.

3. Section H clause H.28, TASK ORDER CONFLICT OF INTEREST CERTIFICATION, is hereby modified. The text is as follows:

(a) Within 20 days of receipt of the task order, the Contractor shall provide a conflict of interest certification. Where task orders are issued under this contract for work on or directly related to a site, the Contractor is only required to provide a conflict of interest certification for the first task order issued for that site. For all subsequent work on that site under this contract, the Contractor has a continuing obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

(b) Before submitting the conflict of interest certification, the Contractor shall initially search through all of its available records to identify any actual or potential conflicts of interest. ***During the term of the contract***, the Contractor shall search through all records created since the beginning of the contract plus the records of the Contractor prior to the award of the contract until a minimum of three years of records are accumulated. Once three years of records have accumulated, prior to certifying, the Contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the task order. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential

organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this task order have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this task order or other work related to this site.

4. Clause H.40, CONTRACTOR PERFORMANCE MEETINGS is hereby modified. The text is as follows:

The Government will schedule mandatory annual meetings at the Region 5 office to discuss the Contractor's performance and contract management issues. The Government reserves the right to initiate intermittent performance/contract management meetings as situation warrant during performance of the contract. These meetings shall be coordinated by the Project Officer. The Contractor shall be required to attend. ***Reimbursement for meetings will be under Line Item 0148, Materials/Other Direct Costs/Subcontracts.***

5. Section L clause L.11, INSTRUCTIONS FOR SUBMISSION OF OFFERS AND OTHER INFORMATION, is hereby modified. The text is as follows:

(a) **General.** The offeror shall submit an offer consisting of separate pricing and business proposals in strict accordance with these instructions. In addition, the offeror shall submit past performance information and give an oral presentation in strict accordance with these instructions. When evaluating an offer, the Government will consider how well the offeror complied with these instructions to be an indication of the type of conduct the Government can expect during contract performance. Therefore, the Government encourages the offeror to contact the Contract Specialist by telephone, facsimile transmission, e-mail, or mail in order to request an explanation of any aspect of these instructions.

(b) **Volume I- Pricing Proposal.**

(1) The offeror shall submit a pricing proposal which will be evaluated as part of the Government's price analysis. The offeror shall submit an original and three (3) copies of the following information in three-ring binders which are identified by the solicitation number and the words ***"VOLUME I - PRICING PROPOSAL."***

(a) Standard Form 33, with Blocks 12 through 18 completed by the offeror;

(b) RFP Section B, Supplies or Services and Prices/Costs, with the offeror's proposed prices inserted in the appropriate blank spaces;

(c) Cost or Pricing Data or Information Other than Cost or Pricing Data which supports the offeror's proposed ***ceiling rate*** (percentage);

(d) Reserved;



(e) RFP Section K, Certifications, Representations, and Other Statements, completed by the offeror and each team subcontractor;

(f) Copies of Collective Bargaining Agreements, if applicable;

(g) A copy of the company's existing written payroll policy; and

(h) A copy of its accounting policy with respect to the accounting for overtime premiums, as well as an example of the overtime rate calculation; and

(i) A copy of its accounting policy with respect to the accounting for equipment items.

(2) The submission of these items to the Government will constitute the offeror's promise to comply with the terms and conditions of the RFP, which includes the Statement of Work, at the proposed prices.

(3) The Government warns the offeror that taking exception to any term or condition of the RFP (including submitting any alternate proposal that requires relaxation of a requirement) will make an offer unacceptable, and the offeror ineligible for award, unless the RFP expressly authorizes such an exception with regard to any term or condition. The Government will consider any exception to any term or condition of the RFP to be a deficiency, as defined in FAR 15.301, Definitions.

(4) An offeror may eliminate any deficiency in its offer only through communications, as defined in FAR 15.306, Exchanges with offerors after receipt of proposals. The extent of such communications are explained in FAR 15.306(b)(1), (2), (3), and (4). However, the Government intends to award a contract without discussions, as authorized by FAR 15.306(a)(3). Therefore, any offeror planning to take exception to a term or condition of the RFP should consult with the Contracting Officer prior to submitting an offer, unless the RFP expressly authorizes such exception.

(5) Notwithstanding its plan to award without discussions, the Government reserves the right to conduct discussions with offerors after establishment of the competitive range as prescribed in FAR 15.306(d). The Government, if necessary, may permit offerors to revise their offers as prescribed in FAR 15.307, Proposal revisions. The Government also reserves the right to change any of the terms and conditions of the RFP by amendment at any time prior to contract award and to allow offerors to revise their offers accordingly, as authorized by FAR 15.206, Amending the solicitation.

**(c) Volume II - Business Proposal.**

(1) The offeror shall submit a Business Proposal consisting of the following items which will be evaluated by the Government as acceptable or unacceptable. The offeror shall submit an original and four (4) copies of the following information in three-ring binders which are identified by the solicitation number and the words **"VOLUME II - BUSINESS PROPOSAL."**

(a) Confidential Business Information (CBI) Plan (reference

**Section L clause, MINIMUM STANDARDS FOR CONFIDENTIAL BUSINESS INFORMATION**);

(b) Conflict of Interest Plan (reference **Section L clauses MINIMUM STANDARDS FOR EPA CONTRACTORS' CONFLICT OF INTEREST PLANS and MINIMUM STANDARDS FOR HEALTH AND SAFETY PROGRAM PLAN**).

(c) Professional Employee Compensation Plan (reference the Section L provision entitled "Evaluation of Compensation for Professional Employees");

**(d) Volume III- Business Proposal - Technical**

(1) The offeror shall also submit a Business Proposal - Technical consisting of the following information which will be evaluated by the Government as acceptable or unacceptable. The offeror shall submit an original and nine (9) copies of the following information in three-ring binders which are identified by the solicitation number and the words "**VOLUME III - BUSINESS PROPOSAL - TECHNICAL.**"

(a) Quality Management Plan (reference Clause C.2, Statement of Work, subparagraph (c)(2) and Attachment 3);

(b) Quality Assurance Project Plan (reference Clause C.2, subparagraph (c)(3)(A) through (E) and Attachments 4,5, and 6);

(c) Health and Safety Program Plan (reference Clauses C.2 subparagraph (c)(4) and L.16, Minimum Standards For Health and Safety Program Plan);

**(d) Financial Information\***. The offeror shall submit a current financial statement and a statement of profit and loss for the last completed fiscal year for the prime contractor and team subcontractors. The offeror shall specify resources available to perform the contract without financial assistance from any outside sources. If sufficient financial resources are not available, submit information about the amount of assistance that would be required from outside sources (i.e., bank loans, letter or lines of credit; etc.). The offeror shall submit the following information to the Government with their pricing and business proposals;

**(e) Divisions/Subsidiaries/Parent/Affiliated Companies\***. The offeror shall submit the name(s) and location(s) of each affiliate if other divisions, subsidiaries, parent, or affiliated companies will perform work or furnish materials under any resultant contract. In addition, the offeror shall provide its intercompany pricing policy. This information shall be submitted for the prime contractor only;

**(f) Letters of Intent for Prospective Team Subcontractor(s)\***. The offeror shall submit letters of intent for each prospective team subcontractor. A Disclosure Statement or Certificate relating to Cost Accounting Standards shall be attached to each letter of intent for each team subcontractor, if such data is required by other terms and conditions of the solicitation; and,

**(g) Resumes and Letters of Intent for Key Personnel\*.** The offeror shall submit Resumes and Letters of Intent for Key Personnel. The resumes and commitment letters for key personnel, to include Contract Coordination Designee, Transportation & Disposal (T&D) Coordinator(s), and Response Managers, Junior Response Managers, and Specialized Response Managers shall contain the following information: proposed job title; academic qualifications and dates thereof; complete experience record showing employer, title, and specific duties performed, responsibilities, and assignments by years, beginning with the present and work backwards; and the experience the individual had in performing tasks for which he/she is being proposed. Resumes shall not exceed five (5) pages in length. Commitment letters, signed by each of the proposed key personnel, shall not exceed one (1) page in length and shall include percentage of time available, date available to start work under this contract, and any contingencies.

**\*Note: This information will not constitute part of an offer and will not become part of any contract resulting from this RFP, unless the Government and offeror agree to make it a part of an offer through discussions.**

**(e) Volume IV - Past Performance Information**

(1) The offeror shall submit past performance information in accordance with the Section L provision entitled "PAST PERFORMANCE (EP 52.215-105)(DEC 1995)." The EPA is requesting offerors to submit Past Performance Information **TWO WEEKS BEFORE DUE DATE FOR RECEIPT OF PROPOSALS**. This will enable the EPA to accelerate the evaluation process in order to meet and fulfill mission requirements. Non-compliance of the request will not deem an offeror as non-responsive, but receipt of an offeror's past performance information after the exact time specified for receipt of offers will render the entire offer late. The offeror shall complete Section I of the Past Performance Questionnaire (Attachment 14) for each reference and include it as part of this submission. The offeror shall submit an original and nine (9) copies of the following information in three-ring binders which are identified by the solicitation number and the words **VOLUME IV - PAST PERFORMANCE INFORMATION**.

**(a) Client Authorization Letters.** The offeror shall submit ONE copy of each Client Authorization Letter (Attachment 13). These copies shall be included in the binder containing the originals of the information requested above.

**(f) Volume V - Oral Presentation**

(1) Once the Government receives the offeror's pricing and business proposals past performance information, and other written information, every eligible offeror shall be scheduled to make an oral presentation to the Government's evaluation panel and participate in a pop quiz/question and answer session. The sole purpose of the oral presentation and the pop quiz/question and answer session is to test an offeror's understanding of the work that the Government will require under the prospective contract.

(2) The oral presentation and pop quiz/question and answer session are not part of the offer and are not themselves offers. The Government will conduct the oral presentation and pop quiz/question and answer session in accordance with FAR 15.102, Oral presentation. The oral presentation and the pop quiz/question and answer session will constitute as communications as defined by FAR 15.306(b) and will not obligate the Government to determine a competitive range, conduct discussions, or solicit or entertain revised or best and final offers. Statements made by the offeror during the oral presentation or the pop quiz/question and answer session will not become a part of any contract resulting from this RFP, unless the Government and an offeror agree to make them a part of an offer during discussions. If the Government decides to conduct discussions, the Government will not solicit or entertain revisions to the oral presentations or to the answers given during the pop quiz/question and answer session.

(3) Ground Rules.

(a) Eligibility. Only offerors submitting pricing and business proposals containing all of the documents listed above will be eligible to give an oral presentation. All submissions will be reviewed prior to scheduling oral presentations to ensure that all of the documents requested were submitted. Pricing and business proposals will not be evaluated prior to the commencement of oral presentations.

(b) Timing. Oral presentations will commence approximately two (2) weeks after the receipt of offers. The Contracting Officer will notify offerors of the scheduled date, time, and location of their presentation within one (1) week of the receipt of offers.

(c) Rescheduling. The Government reserves the right to reschedule any offeror's presentation at the discretion of the Contracting Officer.

(d) Prime and/or Team Subcontractor Employee Participation.

(1) The presentation shall be made by one or more of the personnel whom the offeror will employ to manage or supervise contract performance on a full time basis. The Contract Coordination Designee who will have full time operational responsibility for contract performance shall be present and shall, at a minimum, answer questions directed to him during the pop quiz/question and answer session. The Transportation and Disposal (T&D) Coordinator shall be present and shall, at a minimum, answer questions directed to him during the pop quiz/question and answer session. Response Managers having full time operational responsibility for clean-ups of the type described in the scenarios shall be present and shall, at a minimum, answer questions directed to him during the pop quiz/question and answer session. Offerors shall not use company senior or general managers or other employees or consultants to make any part of the oral presentation.

(2) An offeror shall send no more than eight (8) persons to the presentation. This number shall include no more than two (2), nonpresenting company officials.

(4) Topics.

(a) Introduction. The offeror should provide some

information about itself as a firm, briefly describing its organization, history, products and services. The time limit for the introduction is 15 minutes.

(b) Scenarios. The time limit for presenting the three scenarios is three (3) hours. The time limit for the pop quiz/question and answer session is thirty (30) minutes. The total time limit for the scenarios and pop quiz/question and answer session is three hours and thirty minutes.

(1) Scenarios 1, 2 and 3 are representative examples of the types of work which the offeror could be tasked to respond to under the prospective contract. The offeror shall orally present a comprehensive work plan appropriate to each scenario. The offeror shall provide a comprehensive presentation of each element of the work plan orally. It is assumed, unless otherwise stated, that the Superfund Technical Assessment and Response Team (START) contractor has assisted the FOSC with investigations, extent-of-contamination sampling and analysis, and initial site planning. The work plans shall include:

(A) Any assumptions or inferences made;

(B) The approach to both the short-term and long-term responses, including a description of the technical methods, analytical needs, and stabilization, treatment and/or disposal approach. A short-term response is defined as including those activities required to mitigate the immediate off-site migration of containment and to take all necessary actions to protect the public health and the environment. A long-term response is defined as the activities required to achieve the final objectives of the task order.

(C) The types and amounts of labor, equipment, materials, sampling and analytical plans including data validation required to implement your approach;

(D) A site safety plan, including decontamination procedures and emergency procedures;

(E) The subcontracting needs and procedures to solicit and award subcontracts;

(F) The cost control procedures for the scenario being presented;

(G) The immediate and ongoing methods of communication with the FOSC about approaches and progress;

(I) Your pertinent past performance as it relates to the scenario being presented;

(J) In addition, for Scenario 1 only, the offeror shall present a site-specific Quality Assurance Project Plan (QAPP), per EPA Requirements for QA Project Plans (EPA QA/R-5), dated October 1998. The plan shall address Quality Assurance (QA) program organization and responsibility, sampling procedures (references), sampling preservation procedures, sample custody, calibration procedures, analytical procedures,

internal quality control checks and frequency documentation, and other factors that may affect the known quality of environmental data.

(2) Scenario 1 - Fire Scenario. An abandoned building in a rural setting in downstate Indiana goes up in flames at 2:00 a.m. on a Saturday. The fire department arrives at the scene to put out the blaze and immediately identifies numerous drums stacked on pallets and dispersed throughout the building. No labeling is recognizable at this time. USEPA is called to the scene for HAZMAT consultation. The local and state agencies are requesting assistance in addressing the hazards of the fire, the materials in the building, and the run-off from the fire. After an USEPA assessment of the scene, the determination was made to assist local and state efforts with controlling the run-off, containerizing and disposing of the approximately 500 drums containing materials which potentially exhibit flammable, caustic, and acidic properties.

(3) Scenario 2 - Oil Scenario.

(a) The National Response Center faxed a spill report to Region V regarding an oil spill that just occurred, at 1700 Hrs on a Sunday in January in northern Wisconsin. At a paving facility, a mobile tank trailer fell on its side, releasing an estimated 1,500 gallons of asphalt/water emulsion into the maintenance yard. An USEPA FOSC responded to the spill.

(b) At the time of release, the tank was approximately 20 feet from a drainage ditch which leads directly to a small creek and then a major river approximately 0.5 miles downstream. Material from the spill was entering the river by the time USEPA arrived on site.

(c) It was determined that the responsible party was financially unable to clean up the spill; consequently, USEPA opened the Oil Spill Liability Trust Fund to obtain funds to conduct the cleanup. The USEPA Ordering Officer phoned the ERRS contractor and instructed them to contain the oil and mitigate the problem.

(4) Scenario 3 - Vinyl Chloride Scenario.

(a) The Emergency Response Branch (ERB) receives a call from a local Michigan health department about a residential well that was found to contain a high level of the compound vinyl chloride, a Class A carcinogen. The concentration of vinyl chloride was reported at 10ppb, and it was confirmed by the USEPA On-Scene Coordinator via the START contractor. Also, additional sampling efforts found six more homes contaminated with the vinyl chloride and/or one of its degradation compounds. An emergency verbal authorization was given by the ERB chief and the ERRS contractor was notified to provide an emergency water source.

(b) As the START continued to sample, the resulting analytical data and information gained from talking to the local residents' pointed a finger to an old local landfill that was long since closed. The OSC together with support from the USEPA Technical Support Section using ground penetrating radar (GPR), conducted a survey of the reported dump. At the same time a records search uncovered information that supported residents' claims about the past dumping practices of a variety of volatile organic compounds (VOCs) at the landfill. The results of the GPR

survey uncovered several anomalies that when uncovered with heavy equipment found buried drums and their remnants. Analysis showed the contents of the several drums to contain waste TCE (trichloroethylene). It is now believed that the landfill and the wastes buried there are the source of the residential well contamination. All supporting paperwork was put into place and an Action Memo (AM) was signed to authorize the USEPA to notify the **ERRS** contractor to remove this threat.

(c) As the sampling of the 100 or so potential homes down gradient of the landfill continued, it became evident that the plume of contamination was large. By the end of the sampling phase of the project, the OSC had found thirty homes that were contaminated and another 20 homes "at risk". The ERRS contractor was authorized to provide a permanent alternate water supply.

(c) Pop Quiz/Question and Answer Session. The time limit for the pop quiz/question and answer session is thirty minutes. The offeror shall be prepared to respond to questions about the scenarios presented during the oral presentation. The offeror will not be given a list of questions to be asked by the Government or allowed any time for preparation of responses to the Government's questions.

(d) Conclusion. The time limit for this portion of the presentation is 15 minutes. The offeror shall summarize the main points of its presentation and state why the Government should select the Contractor for contract award.

(5) Presentation Time Limits. Oral presentations, excluding the pop quiz/question and answer session, will be limited to three (3) hours and 15 minutes (3 hours for scenarios and 15 minutes for the introduction). The Contracting Officer will strictly enforce this time limit. There will be a recess of approximately 45 minutes following the oral presentation. After the recess, there will be a thirty minute pop quiz/question and answer session and the offeror will be allowed 15 minutes to conclude their presentation. A schedule for the oral presentation will be provided to offerors at the time their presentation is scheduled by the Contracting Officer.

(6) Presentation Media.

(a) Offers shall use 8 and ½ inch by 11 inch overhead transparencies to provide visual support for their presentations. Full size copies of each transparency (one slide per 8 and ½ by 11 inch page) shall be presented. The text must be black on a white background. Offerors may use other than black and white on graphical transparencies - e.g., bar charts or pie charts, etc. - when color is useful in conveying information. The Government will provide a transparency viewer. Offerors shall mark transparencies in accordance with FAR 52.215-1, Instructions to Offers - Competitive Acquisition, Subparagraph (e), as appropriate.

(b) The text must conform to the following specifications:

(1) Font: Times New Roman;

(2) Size of heading font: 44 points;

(3) Size of main text line font: 32 points;

(4) Size of sub text line font: 28 points; and

(5) Lines of text per transparency (i.e., number of bullets): no more than eight.

(c) The above specifications of font sizes do not apply to captions and annotations on graphical transparencies, information such as organizational charts, forms, spreadsheets, forms, maps, and sketches. The purpose of these specifications is to reduce emphasis on the appearance of the presentation, as opposed to its content, and to minimize the cost of the presentation media. Offerors may place their name and company logo on the transparencies. Offerors should not use meaningless design elements, such as lines, bars, swirls, etc., that may contribute to visual attractiveness but communicate no useful information.

(d) There is no limitation on the number of transparencies that an offeror may use. However, the Government will not consider the transparencies to be stand alone documents or evaluate the information on the transparencies except as visual aids to the presentation. When reviewing and evaluating oral presentations, the Government will not review any transparency that was not projected and addressed during the presentation. What the presenters say will take precedence over the information which appears on the transparencies. The production and use of an excessive number of transparencies may be detrimental to an offeror's interests.

(e) Offerors shall submit their transparencies and ten (10) sets of paper copies in three-ring binders to the Government with their offers. Double-sided copies of the transparencies shall be provided. Offerors may not change their presentation transparencies after this submission. The Government will furnish the transparencies to the offeror's presenters immediately before the start of the presentation. The purpose of this restriction is to reassure offerors with regard to the integrity of the oral presentation process.

(7) Video and Audio Taping. The Government will video and audio tape the presentations. The Government will provide the offeror with a copy of the video and audio tape of its own presentation at its request and at its own expense after contract award.

6. Clause L.13, CONFLICT OF INTEREST PLAN, is hereby modified. The text is as follows:

(a) Offerors shall submit, along with **Volume II - Business Proposal**, an Organizational Conflict of Interest Plan which outlines the procedures in place to identify and report conflicts of interest (COI), whether actual or potential, throughout the period of contract performance. The plan shall address, step by step, the checks and balances in place to detect and report potential or actual COI at the organizational and personal level as set forth in Clause L.15, MINIMUM STANDARDS FOR CONTRACTORS' CONFLICT OF INTEREST PLANS. The minimum standards set forth the criteria which offerors' COI plans must meet in order to be acceptable to the Agency.

(b) The plan shall be evaluated in accordance with the criteria set



forth in the Section M, Clause M.3 EVALUATION OF PLANS SUBMITTED IN ACCORDANCE WITH THE SECTION L PROVISION ENTITLED "INSTRUCTIONS FOR THE SUBMISSION OF OFFERS AND OTHER INFORMATION."

7. Clause L.17, PAST PERFORMANCE INFORMATION (EP 52.215-105) (DEC 1995) DEVIATION, is hereby modified. The text is as follows:

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and major (over \$500,000 during the life of the contract) proposed subcontractors. Transportation and disposal (T&D) contractors are excluded from this requirement. The information may be submitted prior to other parts of the proposal. The EPA is requesting offerors to submit Past Performance Information **TWO WEEKS BEFORE DUE DATE FOR RECEIPT OF PROPOSALS**. This will enable the EPA to accelerate the evaluation process in order to meet and fulfill mission requirements. Non-compliance of the request will not deem an offeror as non-responsive, but receipt of an offeror's past performance information after the exact time specified for receipt of offers will render the entire offer late.

(1) Offerors shall submit the following:

(a) List of all or 10 contracts and subcontracts completed in the last 3 years;

(b) List of all contracts and subcontracts currently in process, which are similar in nature to this requirement; and,

(c) List of twenty-five (25) references for projects worked consecutively and/or concurrently prior to **March 1, 1999**. References may be presented for projects completed prior to **March 1, 1999**. and for ongoing projects with start dates prior to **March 1, 1999**.

(2) For all proposed team subcontractors, offerors shall submit the following:

(a) List of all or 10 contracts and subcontracts completed in the last 3 years;

(b) List of all contracts and subcontracts currently in process, which are similar in nature to this requirement; and,

(c) List of 25 references for projects worked concurrently and/or consecutively prior to **March 1, 1999**. References may be presented for projects completed prior to **March 1, 1999** and for ongoing projects with start dates prior to **March 1, 1999**.

(3) For major subcontractors, offerors shall submit a list of all or 5 contracts and subcontracts completed in the last 3 years.

(4) *For each of the twenty-five (25) references, you must submit - as a minimum - the following information:*

(a) *Company name and phone number.*

- (b) Point of contact and phone number.**
- (c) Contract number**
- (d) Brief description of services.**
- (d) Total of contract value.**
- (e) Contract type.**
- (f) Period of performance**

**(5)** The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses which are of similar scope, magnitude, and complexity to that which is detailed in the RFP. Include the following information for each contract and subcontract:

- (a) Name of contracting activity.
- (b) Contract number.
- (c) Contract title.
- (d) Contract type.
- (e) Brief description of contract or subcontract.
- (f) Total contract value.
- (g) Period of performance.
- (h) Contracting Officer or equivalent and telephone.
- (i) Program manager or equivalent and telephone.
- (j) Administrative Contracting Officer or equivalent, if different from #8, and telephone.
- (k) List of major (over \$500,000) subcontractors and all team subcontractors (if applicable).

**(b)** Offerors should not provide general information on their performance on the identified contracts. General performance information will be obtained from the references.

(1) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded.

(2) If none of the references respond, an offeror will receive a neutral score. Attempts to obtain responses will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation.

**(c)** If an offeror's reference provides adverse responses regarding the offeror's past performance, the Government will compare the adverse response to the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The government shall conduct communications with the offeror to address adverse past performance information to which the offeror has not previously had an opportunity to comment.

**(d)** Offerors must send Client Authorization Letters (Attachment 13) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant directly related or

similar past performance. If an offeror does not indicate whether past performance history exists, the offeror's proposal may be considered ineligible for award.

(2) Client Authorization Letters should be mailed to individual references no later than five (5) working days prior to proposal submission. The offeror should forward a copy of the Client Authorization Letter as part of **VOLUME IV - PAST PERFORMANCE INFORMATION** required pursuant to the Section L provision entitled INSTRUCTIONS FOR SUBMISSION OF OFFERS AND OTHER INFORMATION.

(e) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(f) Each offeror will be evaluated on performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, and complexity to this requirement. Past Performance information will be used for both responsibility determinations and as an evaluation factor for award against which offerors' relative rankings will be compared to assure the best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The Past Performance Questionnaire (Attachment 14) will be used to collect this information. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(g) The Contracting Officer will retain the information collected on past performance in the official contract file.

8. The government is adding Section M clause M.4, EVALUATION OF OFFERS.  
The text is as follows:

*The Government will perform the following steps to evaluate an offeror's prices/costs:*

*Step 1: Multiply the applicable fixed hourly rate by the corresponding estimated direct labor hours (EDLH x FHR)(Personnel).*

*Step 2: Multiply the applicable fixed daily rate by the corresponding number of days (Days x FDR)(Equipment).*

*Step 3: Take the respective subtotals of Personnel and Equipment, adding the subtotals to Materials/ODCs/Subcontracts and the Ceiling Rate (P Subtotal + E Subtotal + MTL/ODC Subcontracts + Ceiling Rate)*

*Step 4: Evaluate the total sum.*

**EXAMPLE:**

**(1) Personnel**

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>ESTIMATED DIRECT LABOR HOURS</u>	<u>FIXED HOURLY RATE</u>	<u>TOTAL</u>
0001	Junior Response Team			
0001AA	Straight Time	100	\$15.00	\$1500
0001AB	Overtime	10	\$20.00	\$200
0002	Senior Response Manager			
0002AA	Straight Time	100	\$30.00	\$3000
0002AB	Overtime	10	\$30.00	\$300
Labor Subtotal (Total of CLINs 0001 through 0002AB)				<u>\$5000</u>

**(2) Equipment**

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>DAYS</u>	<u>FIXED DAILY RATE</u>	<u>TOTAL</u>
0003	Truck-Boom -2 Ton	10	\$100	\$1000
0004	Truck-Box - 1 Ton	10	\$50	\$500
Equipment Subtotal (Total of CLINs 0003 through 0004)				<u>\$1500</u>
Labor and Equipment Subtotal.....				<u>\$6500</u>
0005	Materials/ODCs/Subcontracts			\$2500
0006	Ceiling Rate	5.0%		\$125

*Materials/ODCs/Subcontracts Subtotal (Total of CLINs 0005 and 0006).....\$2625*

*Total\*.....\$9125  
(\*Labor Subtotal + Equipment Subtotal + Materials/ODCs/Subcontracts Subtotals)*

*The total evaluated price is \$9,125.00*